

CONFIDENTIAL
(BASSMASTER®)

Agreement Between City of Leesburg ("Host"), located at 501 W. Meadow Street, Leesburg, Florida 34749, and BASS, LLC ("BASS") located at 200 Celebration Place, Suite 900, Celebration, FL, 34747.

Whereas, BASS is in the business of staging fishing tournaments and is desirous of conducting and promoting the 2006 BASS Wildcard, ("Tournament") with the tournament dates of November 16-18, 2006.

Whereas, Host is desirous of being the Host of the Tournament, and,

Whereas, the parties do desire to enter into an agreement concerning responsibilities in relation to the Tournament,

Now therefore, the parties hereto do hereby agree and covenant as follows:

1. BASS shall use commercially reasonable efforts to conduct the Tournament to be determined by BASS, and, in connection with the Tournament, BASS shall:

- (a) Stage and be responsible for all expenses incurred in connection with the Tournament (with the exception of those listed below as the Host's responsibility), including the obtaining of all necessary licenses and permits.
- (b) Provide rules and regulations for the Tournament, and solicit and acquire all entries for the Tournament.
- (c) Arrange for all assignment of observers and/or co-anglers.
- (d) Pay the expenses of all personnel specifically engaged by BASS to work in connection with the Tournament.
- (e) Design, arrange, print and distribute the official schedule of events for the Tournament.
- (f) Brief, supervise and instruct all volunteers working in connection with the Tournament.
- (g) Design, purchase and distribute to each volunteer an "official" cap with emblem.
- (h) List on BASS web page dedicated to tournament trail destinations.

- (i) Post Tournament results in BASS Times.
- (j) Local sponsor mentions on site during weigh-in.
- (k) Local Host to welcome anglers at briefing/registration.
- (l) Ability for Host to distribute collateral to anglers regarding the destination and local businesses.
- (m) Tournament results on ESPN2.
- (n) 1-hour taped show dedicated to the tournament.
- (o) Live leader board results on [www. bassmaster.com](http://www.bassmaster.com).
- (p) Pre-event stories compiled by and distributed by BASS Communications.
- (q) Mention(s) and graphic(s) of destination and/or fishery during broadcast.

2. Host shall pay to BASS the sum of Thirty-five Thousand (\$35,000.00) to be paid within five (5) days after the event. Host fee is payable to BASS, LLC, 13041 Collection Center Drive, Chicago, Illinois 60693. Tax ID# 45-0517438. Host shall provide and coordinate the following at no cost to BASS:

- (a) Fifteen (15) Complimentary rooms for seven (7) nights at an AAA approved hotel. If an AAA rating is not available, hotel must be approved by BASS staff prior to check in.
- (b) Complimentary meeting space for tournament registration, dinner and briefing for one hundred and seventy-five (175) people on Wednesday of Tournament week. Briefing room audio/visual requirements are a podium and public address system, complimentary. This event is closed to the public.
- (c) Complimentary tournament cook out for up to one hundred seventy-five (175) people on Wednesday of Tournament week. Dinner should include at least one meat, starch, vegetable, dessert and non-alcoholic beverages.
- (d) Complimentary parking area for fifty (50) boats and trucks on Wednesday of Tournament week.
- (e) Complimentary security at the parking area from 3pm to 8 pm

- (f) Complimentary venue for weigh in.
 - (g) Complimentary overnight security at the weigh in. Hours determined by BASS.
 - (h) Assistance with discounted or complimentary ramp fees.
 - (i) Complimentary install of four (4) telephone lines.
 - (j) Complimentary electric and water hook ups.
 - (k) Complimentary waste management services, including a large dumpster and assistance with daily clean up.
 - (l) Service yard – a paved area at least 150' x 350'.
 - m) Adequate rest room facilities in the service yard, launch site and weigh-in venue; serviced as required.
 - n) Ice delivered to the weigh-in area; amount to be determined by BASS.
 - o) Emergency personnel with at least American Red Cross First Responder Status.
 - p) A minimum of twenty (20) volunteers per day to participate in the activities of the Tournament. The local BASS Federation Nation shall be given the first opportunity to provide volunteers and thereafter, the Host shall acquire its volunteers through community contacts.
 - q) Advertising promotion – assistance with local advertising in print, radio, TV and other sources to drive attendance to the angler alley and the weigh in. Advertising must be approved by BASS Marketing Department.
 - r) Day workers (labor) – provide contact information of a minimum of six (6) individuals acceptable to BASS for set up and tear down of the Tournament.
 - s) Spouse/Family function to feed and entertain on Thursday of tournament week for up to twenty-five (25) people.
3. It is expressly agreed that neither party will incur any expenses in the name of the other party without the express prior written consent of the other party, and that each party shall be liable for the payment of all expenses incurred by it, unless otherwise agreed to between the parties in writing.

4. At no time shall Host set up displays either at any official BASS function or in and around the weigh-in area without the prior permission of BASS. BASS will have the exclusive right to approve all merchandise and food concessions for the Tournament. Host may not sell merchandise during event show dates.

5. Host will be referred to by BASS as the Host of the Tournament in press releases and in the schedule of events published in BASS magazines. Host can not assign, transfer, or sell such sponsorship rights to any other party.

6. From the public announcement designated Host as destination of TOURNAMENT, to a period for twelve (12) months, Host may use BASS trademarks and logos in a form to be provided by BASS to promote itself as Host of the Tournament. Each use of BASS' trademarks and logos will be subject to BASS' prior approval.

7. Neither party hereto is agent, employee or servant of the other, and this contract is made for the sole purpose of establishing the division of responsibilities in connection with the Tournament and does not in any manner create a partnership between the parties hereto.

8. INSURANCE AND INDEMNIFICATION

(a) Any vendor, supplier, Host, consultant and anyone performing services under a contract, either oral or written on behalf of the Host ("Vendor/Consultant") shall, at its sole expense, throughout the performance of its services pursuant to this Agreement and for such additional time as may be specified below, maintain:

(i) (a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability, and cross-liability (which must be maintained for three years following completion of the work) with minimum limits of \$2,000,000 written on an occurrence form basis;

(b) Automobile Liability coverage with minimum combined single limits of \$2,000,000. Coverage shall include all owned, leased, non-owned and hired automobiles; protecting it, additional insured's and BASS from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of Host and Vendor/Consultant's services hereunder or from or out of any act or omission of Host and Vendor/Consultant their officers, directors, agents, subcontractors or employees;

(ii) Workers' Compensation Insurance as required by applicable law, and Employer's Liability Insurance with minimum limits of \$1,000,000; and

(iii) Professional Liability Insurance, with a minimum limit of \$1,000,000 per claim, protecting it and BASS from errors and omissions of Host and Vendor/Consultant in connection with the performance of Host and Vendor/Consultant's services during and for a period of at least three (3) years after the completion of said services.

(iv) All insurance required in this Section shall be with companies and on forms acceptable to BASS and shall provide that the coverage there under may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to BASS.

(v) All insurance required in this Section shall be primary and not contributory with regard to any other available insurance to BASS, its parent, and any subsidiaries, related and affiliated companies of each, and the officers, directors, shareholders, employees, agents and assigns of each.

(vi) All insurance required in this Section shall be written by companies with a BEST Guide rating of B+ VII or better.

(vii) Certificates of insurance (or copies of policies, if required by BASS) shall be furnished to BASS. All insurance required in this Section shall include BASS, its parent, and any subsidiaries, related and affiliated companies of each, and the officers, directors, shareholders, employees, agents and assigns of each as additional insureds and contain a waiver of subrogation in their favor. (The additional insured requirement applies to all coverages except Workers' Compensation, Employers Liability and Professional Liability. The waiver of subrogation applies to all coverages).

(viii) BASS's failure to request, review or object to the terms of such certificates or insurance shall not be deemed a waiver of Host or Vendor/Consultant's obligations or the rights of BASS.

(ix) The minimum limits of the insurance required in this Section shall in no way limit or diminish Host or Vendor/Consultant's liability under other provisions of this Agreement.

The provisions of this Section shall survive the expiration or early termination of the Agreement.

9. BASS shall have the right, at its election, to suspend the performance of this Agreement, or to terminate this Agreement in its entirety, upon written notice to Host, if as a result of an act of God, hurricane, earthquake, flood, lightening, water damage, unusually severe weather conditions, accidents to or failure of equipment or machinery, fire, labor controversy, riot, civil commotion, act of public enemy, or major upheaval, law, enactment, rule, order or act of any government or governmental instrumentality, failure of technical facilities, failure or delay of transportation facilities, illness, or incapacity, or other cause of a similar or dissimilar nature not within BASS' control or which BASS could not by reasonable diligence have avoided (each such act specified herein shall be referred to as a "force majeure event") without BASS bearing liability hereunder.

10. In the event of the failure of either party to perform its material obligations pursuant to this Agreement and fails to cure such breach within thirty (30) days following the breaching party's receipt of written notice from the non-breaching party, the non-breaching party shall have the right, as its election, in addition to any other rights and remedies which it may have in such event, to terminate this Agreement upon written notice to you and shall thereby be relieved of any and all obligations hereunder.

11. This Agreement may not be assigned or otherwise transferred by either party in whole or in part without the express written consent of the other party, except by BASS to an entity controlling, controlled by or under common control with it. This Agreement contains the entire agreement of the parties and may not be amended, or altered without the prior written consent of the parties.

12. Any notice required to be sent will be deemed delivered when duly mailed by certified letter, return receipt requested to the respective parties at the following addresses (or as may be changed from time to time by written notice sent certified mail, return receipt requested):

For City of Leesburg:

Attn: Bill Deese
501 W. Meadow Street
Leesburg, 34749

Billing Contact: Bill Deese

For BASS:

Attn: Michael L. Mulone
BASS, LLC
200 Celebration Place, Suite 900
Celebration, Florida 34747

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this _____ day of _____, 2006.

CITY OF LEESBURG

BASS, LLC.

Bob Lovell
Mayor, Leesburg

Steve Anderson
Executive Vice President
Productions & Technical Operations